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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN FRANCISCO DIVISION  
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12 JOSE ALBINO LUCERO JR., on Behalf of  
13 Himself and all Others Similarly Situated,

14 Plaintiff,

15 vs.

16 SOLARCITY CORP.,

17 Defendant.  
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Case No. 3:15-cv-05107-RS

~~[PROPOSED]~~ JUDGMENT

Hon. Richard Seeborg  
Action Filed: November 6, 2015

On February 1, 2018, this Court signed and entered its Order Granting Final Approval of the Class Action Settlement (“2/1/ 2018 Order”) in the above-captioned matter as to the following class of persons:

All individuals in the United States, from November 6, 2011 to the date the class notice was disseminated, who received from or on behalf of Defendant: (1) one or more calls on their cellphones, or (2) at least two telemarketing calls during any 12-month period where their phone numbers appeared on a National or State Do Not Call Registry or SolarCity’s Internal Do Not Call List more than 15 days before the calls. The Settlement Class excludes all persons who validly requested exclusion from the Settlement Class.

**JUDGMENT IS HEREBY ENTERED**, pursuant to Federal Rule of Civil Procedure 58, as to the specified class of persons, Plaintiff Jose Albino Lucero Jr. (“Class Representative”), and Defendant SolarCity Corporation (“SolarCity”) on the terms and conditions of the Settlement Agreement approved by the Court’s 2/1/ 2018 Order.

1. The Court, for purposes of this Judgment, adopts the terms and definitions set forth in the Settlement Agreement.

2. Payments to Settlement Class Members, payments of Class Counsel’s awarded attorneys’ fees and expenses, and payments of incentive awards under the Settlement Agreement shall be made as outlined in the Settlement Agreement, the Court’s 2/1/ 2018 Order, and the Stipulation and Order Regarding Undertaking Re: Attorneys’ Fees and Costs.

3. As of the Effective Date, the Class Representative and all Settlement Class Members shall be forever barred from bringing or prosecuting, in any capacity, any action or proceeding that involves or asserts any of the Released Claims against any Released Parties and shall conclusively be deemed to have released and forever discharged the Released Parties from all Released Claims.

4. The Class Representative and all Settlement Class Members shall, as of the Effective Date, conclusively be deemed to have acknowledged that the Released Claims may include claims, rights, demands, causes of action, liabilities, or suits that are not known or suspected to exist as of the Effective Date. The Class Representative and all Settlement Class Members nonetheless release all such Released Claims against the Released Parties. Further, as of the Effective Date, the Class

1 Representative and all Settlement Class Members shall be deemed to have waived any and all  
2 protections, rights and benefits of California Civil Code § 1542 and any comparable statutory or  
3 common law provision of any other jurisdiction.

4         5.         The Settlement Agreement and this Judgment are not admissions of liability or fault  
5 by SolarCity or the other Released Parties, or a finding of the validity of any claims in the Action or  
6 of any wrongdoing or violation of law by SolarCity or the other Released Parties. The Settlement  
7 Agreement is not a concession by the Parties and to the extent permitted by law, neither this  
8 Judgment, nor any of its terms or provisions, nor any of the negotiations or proceedings connected  
9 with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal,  
10 or administrative action or proceeding to establish any liability of, or admission by SolarCity, the  
11 Released Parties, or any of them.

12         Notwithstanding the foregoing, nothing in this Final Judgment shall be interpreted to  
13 prohibit the use of this Judgment in a proceeding to consummate or enforce the Settlement  
14 Agreement or Judgment, or to defend against the assertion of Released Claims in any other  
15 proceeding, or as otherwise required by law.

16         JUDGMENT ENTERED: 2/1/18

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19 THE HONORABLE RICHARD SEEBORG  
20 UNITED STATES DISTRICT JUDGE  
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